

NOTED "JUDGE" WJ

FILED ENTERED  
LODGED RECEIVED

CV 03 00571 #00000012

MAY 09 2003 KN  
AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY

UNITED STATE DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

NO C03-571 P

vs

VERIFIED STATEMENT OF  
FLORENCE S. STONE RE SECURED  
CLAIM AGAINST THE PROPERTY

REAL PROPERTY LOCATED AT 29635 11th  
AVENUE SW, FEDERAL WAY, WASHINGTON  
98023, its Buildings, Improvements, Appurtenances,  
Fixtures, Attachments, and Easements.

Defendant

TO The Court and All Parties of Record

VERIFICATION OF CLAIM

STATE OF California )  
COUNTY OF Orange ) SS

I, Florence S. Stone, declare under penalty of perjury that the following is true and correct  
to the best of my knowledge

I was born on October 8, 1914 and I am 89 years old I am competent to testify herein I  
am currently staying with my daughter in Anaheim, California

ORIGINAL

Verified Statement  
Page - 1

Law Offices of  
**PAYNE  
&  
HICKEL**  
A Professional Service Corporation  
10640 PACIFIC HIGHWAY SOUTH #C  
FEDERAL WAY WASHINGTON 98003  
Ph (253) 839-1730 Fax (253) 839-1941

2

1 My son Christopher Stone is a licensed realtor in the State of Washington and actively  
2 markets, lists and sells real estate I also worked as a realtor during my working career and  
3 occasionally make real estate investments

4 On or about November 2001 my son Christopher Stone informed me that he had listed  
5 the property located at 29635 11th Ave SW Federal Way, Washington for sale that was owned by  
6 Lisa Roberts He stated that Ms. Roberts inherited the property from her parents and that she  
7 owned the property free and clear with the exception of a \$25,000 00 loan  
8

9 In furtherance of the sale of the property, my son stated that the property needed certain  
10 improvements in order to facilitate the sale and that Ms Roberts also needed to pay off the  
11 \$25,000 00 loan that was apparently due In addition, she needed money to help pay her bills  
12 until the house could be sold  
13

14 I reviewed the value of the property with my son and determined that a proposed loan in  
15 the amount of \$85,000 00 to Lisa Roberts secured by a deed of trust in first position with equity  
16 of approximately \$400,000 00 in the home would be a good business investment On this basis I  
17 made a loan to Lisa Roberts in the amount of \$85,000 00 at 9 5% interest payable in one year  
18 from the date of the note, which was a better rate of return than money market rates at that time  
19

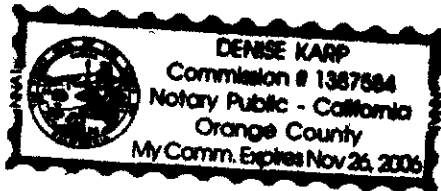
20 I have never met Lisa Roberts and was never in the home The loan was conducted  
21 through Fidelity National Title Company and the closing of the loan was handled through  
22 Fidelity Attached hereto is a true and correct copy of the promissory note and deed of trust  
23 executed by Lisa Roberts and recorded against the property on November 30, 2001 under King  
24 County Auditor's recording no 20011130003406  
25

1 The note became due and payable December 1, 2002 and to date it has not been paid  
2 The matter was turned over to my attorney Timothy T Hickel in order to start a deed of trust  
3 foreclosure action I just recently became aware of the problems caused by Lisa Roberts.

4 I have furnished the above information based upon my own personal knowledge and  
5 belief

6 *Florence S. Stone*  
7 Florence S Stone

8 SUBSCRIBED AND SWORN to before me this 6 day of May 2003, Florence S  
9 Stone



*Denise Karp*  
Signature  
Print: Denise Karp  
Notary Public in and for the State of  
California residing at  
Orange County  
Expires Nov. 26, 2006



- 8 **DUE ON SALE** (*OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note*) If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property described in such security instruments may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.



Maker (Initials)



Holder (Initials)

- 9 **ACCELERATION** If Maker fails to make any payment owed under this Note, or if Maker defaults under any Deed of Trust or any other instruments securing repayment of this Note, and such default is not cured within 60 days (30 days if not filled in) after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under the Deed of Trust or other instruments securing repayment of this Note.
- 10 **ATTORNEYS' FEES AND COSTS** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
- 11 **WAIVER OF PRESENTMENTS** Maker waives presentment for payment, notice of dishonor, protest and notice of protest.
- 12 **NON-WAIVER** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
- 13 **SEVERABILITY** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.
- 14 **INTEGRATION** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
- 15 **CONFLICTING TERMS** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
- 16 **EXECUTION** Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
- 17 **COMMERCIAL PROPERTY** (*OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note*) Maker represents and warrants to Holder that the sums represented by this Note are being used for business, investment or commercial purposes, and not for personal, family or household purposes.

**ORAL AGREEMENTS** ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

\_\_\_\_\_  
Maker (Initials)

\_\_\_\_\_  
Holder (Initials)

- 18 **DEFINITIONS** The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.
- 19 **ADDITIONAL TERMS AND CONDITIONS** (check one)
- a ☒ **NONE**
- OR
- b ☐ As set forth on the attached "Exhibit A" which is incorporated by this reference.
- (Note: If neither a or b is checked, then option "a" applies)

20 THIS NOTE IS SECURED BY (X) DEED OF TRUST, ( ) MORTGAGE, ( ) \_\_\_\_\_  
OF EVEN DATE

Maker (signatures)

  
\_\_\_\_\_  
LISA DIANE ROBERTS

\_\_\_\_\_  
Maker's address for all notices given by Holder under this Note 29635 11th Ave SW  
Federal Way, WA 98023  
\_\_\_\_\_

**DO NOT DESTROY THIS NOTE**

**WHEN PAID** this original Note together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed

## REQUEST FOR FULL RECONVEYANCE

The undersigned beneficiary is the legal owner and holder of the promissory note in the original sum of \$ 85,000.00 , secured by that certain Deed of Trust dated November 30, 2001 , in which Lisa Diane Roberts, an unmarried person , is/are grantor(s) and \_\_\_\_\_ is trustee, filed for record on November 30, 2001 , as Auditor's File No 20011130003405 , and recorded in Volume \_\_\_\_\_ of Mortgages, at page \_\_\_\_\_ , records of King County, Washington

The note and all other indebtedness secured by said Deed of Trust having been fully satisfied, the note and Deed of Trust are herewith surrendered to you for cancellation and reconveyance

You are therefore requested, upon payment of all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto, the right, title, and interest now held by you thereunder

Dated \_\_\_\_\_

\_\_\_\_\_  
FLORENCE S STONE  
(Beneficiary)

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

AFTER RECORDING MAIL TO

Name Florence S. StoneAddress 32290 1<sup>st</sup> Ave S #261City, State, Zip Federal Way, WA 98003Filed for Record at Request of  
Fidelity National Title  
03-313011FIDELITY NAT'L DT  
PAGE 881 OF 884  
11/30/2001 10:20  
KING COUNTY WA

Fidelity National Title Co.

826847-6 (4/11)

## DEED OF TRUST

(For use in the state of Washington only)

Grantor(s) \_\_\_\_\_

Grantee(s) \_\_\_\_\_

Trustee \_\_\_\_\_

Abbreviated Legal Ptn Lots 4 & 5, Blk 2, DEMARWOOD ADD TO KING COUNTYAdditional Legal on page 4Assessor's tax parcel/Account Nos 195460-0050-05

THIS DEED OF TRUST, made this 29<sup>th</sup> day of November, 2001, between LISA DIANE ROBERTS, an unmarried person, GRANTOR(S), whose street address is 29635 11<sup>th</sup> Ave SW, Federal Way WA 98023 Fidelity National Title Company of Washington, TRUSTEE whose street address is 3500 188<sup>th</sup> Street SW, Suite 300, Lynnwood, WA 98037, and FLORENCE S. STONE, as her separate estate, BENEFICIARY, whose street address is 32290 1<sup>st</sup> Way S #261, Federal Way, WA 98003

WITNESSETH Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in King County, Washington

Legal description attached hereto and by this reference incorporated herein

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and the rents, issues, and profits of the property

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of EIGHTY FIVE THOUSAND and no/100 Dollars (\$85,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s) and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s) successors or assigns, together with interest thereon at the rate agreed upon

**DUE DATE.** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on December 1, 2002

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s)

1 To keep the property in good condition and repair, to permit no waste of the property, to complete any building, structure, or improvement being built or about to be built on the property, to restore promptly any building, structure, or improvement on the property which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covenants conditions, and restrictions affecting the property

2 To pay before delinquent all lawful taxes and assessments upon the property, to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust

LPB-22A(i) 4/00

Page 1 of 3



3 To keep all buildings now or hereafter erected on the property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4 To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any substitution or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5 To pay all costs, fees, and expenses in connection with this Deed of Trust including the expenses of the Trustee incurred in enforcing the obligation secured by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6 Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7 DUE ON SALE (OPTIONAL - Not applicable unless initiated by Grantor and Beneficiary) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

Grantor (Initials)

Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT

8 In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9 By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10 The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11 Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee, (2) to the obligation secured by this Deed of Trust, and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

12 Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13 The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

14 In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15 This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto but on his/her/their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

16 ADDITIONAL TERMS AND CONDITIONS (check one)

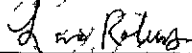
a ☒ NONE

OR

b ☐ As set forth on the attached "Exhibit A" which is incorporated by this reference

(Note: If neither a nor b is checked, then option "a" applies)

Dated



LISA DIANE ROBERTS

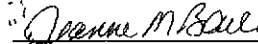
STATE OF WASHINGTON }

COUNTY OF KING }

I certify that I know or have satisfactory evidence that LISA DIANE ROBERTS (s/he) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument

Dated

11-30-03



Notary Public in and for the state of Washington

Residing at Federal Way

My appointment expires 5-26-03

REQUEST FOR FULL RECONVEYANCE - Do not record To be used only when note has been paid  
TO TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder

Dated

Fidelity National Title Company of Washington  
ALTA Commitment, Page 2  
Order No 0826847

LEGAL DESCRIPTION:

Lots 4 and 5, Block 2, DeMARWOOD ADDITION TO KING COUNTY, according to the Plat thereof recorded in Volume 52 of Plats, Pages 4 and 5, records of King County, Washington.

EXCEPT that portion of Lot 4 lying West of a line beginning on the North line of said Lot 4 at a point 190 38 feet West of the Northeast corner thereof;

THENCE South 15°29'39" West to the South line of Lot 4;

AND EXCEPT that portion of Lot 5 lying West of a line beginning on the South line of Lot 5, a distance South 89°2'17" East 140 82 feet from the Southwest corner,

THENCE North 15°29'39" East to the North line of said Lot 5 and termination of said line.

Situate in the County of King, State of Washington.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65 04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document.

Ptn Lts 4 & 5 Blk 2, DeMARWOOD ADD TO KING COUNTY

2001 113 000305